

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH
455 Golden Gate Avenue, 9th Floor
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TRAVEL AND SUBSISTENCE PROVISIONS

FOR

BOILERMAKER-BLACKSMITH

IN

ALL LOCALITIES WITHIN CALIFORNIA

RECEIVED
Department of Industrial Relations

AUG 23 2005

**Div. of Labor Statistics & Research
Chief's Office**

Western States

Articles of Agreement

between the

International Brotherhood of
**Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers**
AFL-CIO

(Herein referred to as "Union")

and the
Signatory Contractors

(Herein referred to as "Contractor")

Governing Wages and Working Conditions on All Field
Construction Work in the States of Alaska, Arizona,
California, Colorado, Idaho, Montana, New Mexico,
Nevada, Oregon, Utah, Washington and Wyoming.

Effective October 1, 2004
Terminating September 30, 2007

1 in which event he shall be paid: (1) Not less
2 than two hours pay, (2) not less than four (4)
3 hours pay if employee starts to work, or (3)
4 not less than eight (8) hours pay if required
5 to work into the second half of the shift, or
6 (4) the time required to remain on the job, if
7 greater. Where the employee quits or lays
8 off, payment will be made for actual time
9 worked. In order to qualify for the pay pro-
10 vided for in this Article, the employee must
11 remain on the job available for work, during
12 the period of time for which he received pay
13 unless released sooner by the Contractor's
14 principal supervisor.

15
16 **ART. 11(d)(2)** If another craft working with
17 the Boilermakers in the same crew is sent
18 home because of unworkable conditions,
19 the Boilermakers shall also be sent home;
20 however, the Contractor shall have the right
21 to work all or part of the crew subject to the
22 four (4) and eight (8) hour minimum pay.

23
24 **ART. 11(e)** The exception to the above men-
25 tioned paragraphs of this Article shall be
26 when an employee has been properly noti-
27 fied not to report. Special notification
28 arrangements may be made by agreement
29 between the Contractor and the Union
30 Business Manager.

31
32 **ART. 11(f)** A Further exception to the above
33 paragraphs will be in those instances where
34 a civil disturbance makes it necessary to shut

1 down a project to prevent possible injury or
2 loss of life of employees on the project. Any
3 dispute over application of this Article shall
4 be handled in accordance with Art. 27(a).

5
6 **ARTICLE 12**
7 **TRAVEL EXPENSE AND SUBSISTENCE**
8 **(EXCEPT ALASKA, SEE ARTICLE 31)**
9

10 **ART. 12(a)** Subsistence and travel payments
11 provided below are intended to partially
12 reimburse employees for expenses. Dispatch
13 points are established as follows:
14

15 Alaska Anchorage
16 Arizona Phoenix
17 California Pittsburg, Los Angeles
18 Colorado Denver
19 Idaho Spokane, Salt Lake City
20 Montana East Helena
21 Nevada ... Pittsburg, Los Angeles, Salt Lake City
22 New Mexico Albuquerque
23 Oregon Portland
24 Utah Salt Lake City
25 Washington Seattle, Spokane, Portland
26 Wyoming Denver, Salt Lake City
27

28 **ART. 12(b)** There also will be a 40 mile free
29 zone from Pocatello, Idaho and this free
30 zone is understood to include work from
31 Pocatello to and including Idaho Falls.

32
33 **ART. 12(c)** Subsistence payments will be
34 based on mileage from the city hall of the

1 dispatch city or the home address of the
2 employee, whichever is closer to the job
3 location. The Union agrees to show the
4 home location on the dispatch slip, and also
5 agrees that the Employer may ask for an
6 independent verification of such address.
7

8 **ART. 12(d)** Subsistence payments and travel
9 pay shall be paid as follows:
10

11 Where the job site is over 120 miles from
12 the dispatch point, employees shall receive
13 the IRS-allowable amount per mile for trans-
14 portation between such city and the job at the
15 beginning and conclusion of their employ-
16 ment. Such transportation allowance shall be
17 paid based on the most direct main route,
18 plus necessary bridge toll and ferry charges.
19 Such supplementary reimbursement shall
20 not exceed eight (8) times the regular hourly
21 area mechanic's rate.
22

23 **ART. 12(e)** In the event an employee quits for
24 other than immediate compelling personal
25 reasons not reasonably foreseen at time of
26 employment before having been in the
27 employ of the Contractor fifteen (15) calendar
28 days, he shall not be entitled to transportation
29 or travel expense to the job. In the event an
30 employee quits for other than immediate
31 compelling reasons not reasonably foreseen
32 at time of employment or is discharged for
33 just and sufficient cause before having been
34 in the employ of the Contractor sixty (60) cal-

1endar days, he shall not be entitled to return
2 transportation or travel expense. Any dispute
3 arising as to the proper application of this
4 provision shall be considered as a grievance
5 subject to handling under the grievance
6 machinery herein provided.
7

8 **ART. 12(f)** As reimbursement for subsistence,
9 the Contractor shall pay the employee twenty-
10 five dollars (\$25) per day worked where
11 the job site is more than 70 miles but less than
12 120 miles from the dispatch point. If over 120
13 miles, the daily subsistence amount shall be
14 thirty-five dollars (\$35) per day worked.
15

16 Effective Oct. 1, 2005, the daily subsistence
17 payment will be increased by \$2.50. Effective
18 Oct. 1, 2006, the daily subsistence payment
19 will be increased by an additional \$2.50.
20

21 **ART. 12(g)** Holidays, rain, breakdowns, or
22 any reason the employees are stopped by the
23 Contractor from working, Monday through
24 Friday, will be considered days worked and
25 the subsistence paid. Employees absent from
26 work shall not be paid subsistence for the
27 day absent. When a welder is required to
28 take a test outside the seventy (70) mile zone
29 they shall be reimbursed as follows provided
30 they have demonstrated their competency
31 by previous experience: subsistence as pro-
32 vided above for the day or days on which the
33 test is taken, subsistence as provided in Art.
34 12(f) if applicable, and transportation and
travel expense as provided in Art. 12(d).

1 **ART. 12(h)** An employee must work the
2 scheduled work day before or the sched-
3 uled work day following a holiday that
4 occurs Monday through Friday, to be enti-
5 tled to subsistence for the holiday, unless
6 excused. Excused absences will not be
7 unreasonably denied.

8
9 **ART. 12(i)** Employees who leave the job
10 before the end of the shift except for reason
11 beyond their control, such as illness in family,
12 court summons, bona fide illness, etc., shall
13 be paid subsistence for the time actually
14 worked unless they get the permission of a
15 designated Contractor's representative who
16 shall be reasonably available at a designated
17 location. Any dispute arising under the sub-
18 sistence clause shall be handled as provided
19 in Article 27 and judged on its merits.

20
21 **ART. 12(j)** When employees are instructed
22 to report to a job on a certain day and are not
23 immediately placed at work, they shall be
24 paid reporting pay for the day they report to
25 work and the sum of thirty dollars (\$30.00)
26 per day for each day thereafter until ordered
27 to work or released by the Contractor, in
28 addition to subsistence as above provided.
29 When an employee is temporarily laid off
30 and is requested to stand by until work is
31 available, and if he agrees to do so, he shall
32 be paid thirty dollars (\$30.00) for each day
33 until returned to work or laid off, in addition
34 to subsistence as above provided.

1 **ART. 12(k)** Where a job is located two hun-
2 dred and forty (240) miles or more from the
3 Dispatch Point, the employee will receive
4 one additional day's subsistence at the start
5 of his work on the job and at the conclusion
6 of his work on the job, provided that pay-
7 ment of such additional day's subsistence
8 under this paragraph shall be subject to the
9 same conditions applicable to transportation
10 and travel expense under Art. 12(e).

11
12 **ART. 12(l)** If an employee suffering an indus-
13 trial injury outside the seventy (70) mile zone
14 does not receive compensation payments for
15 the first seven (7) days that he is unable to
16 work, his subsistence payments under this
17 Article shall continue for as many days during
18 such seven (7) day period as he is required to
19 remain at or in the vicinity of the job site by the
20 Contractor or by the physician in charge or by
21 the state commission having jurisdiction. In
22 those states where the payment of compensa-
23 tion during such seven (7) day period is
24 dependent upon the duration of an employ-
25 ee's period of disability, the Contractor may
26 delay the payments called for under this para-
27 graph until it has been ascertained whether
28 compensation payments will be received for
29 some or all of such seven (7) day period.

30
31 **ART. 12(m)** The Contractor shall reimburse
32 employees for ferry charge or bridge toll
33 incurred daily going to and from the job.
34

1	Annuity*	\$2.00
2	MOST	\$0.24
3	Vacation*	\$1.60

MONTANA (LOCAL 11)

6	Classification	Hourly Wage Rate
7	General Foreman ¹	
8	Foreman	\$27.37
9	Asst. Foreman	\$26.12
10	Blmkr./Blacksmith	\$24.87
11	Helper/Trainee ²	
12	Fringe Benefit	Hourly Contribution
13	Health & Welfare	\$7.02
14	Pensions*	\$5.25
15	Apprenticeship	\$0.50
16	Annuity*	\$1.75
17	MOST	\$0.24
18	Vacation*	\$1.60

* The Employer shall make contributions in the amounts specified above for all straight-time hours worked, and at the applicable overtime rate for overtime hours worked by all employees covered by this Agreement.

¹ General Foreman rate to be negotiated

² Wage to be negotiated with the Union Business Manager per Article 34

All parties are advised that when a Contractor requests employees by name, they shall indicate the classification in which the employee will work (welder, mechanic, rig-

ger, etc.). This shall include employee selectivity referrals under the NPGMA, NMA, GPPMA, and the Uniform Referral Standards and Joint Referral Rules 7.5.

ART. 13(c) Maintenance of Benefits. The Contractor agrees to pay a total of \$0.25 per hour for maintenance of any singular or combination of benefit funds, once per year for each year of this Agreement, when notified by the Plan Trustees that such additional monies are required.

There will be no carry forward of amounts not needed by these programs, so that the maximum increase in any year shall be \$0.25 per hour.

Five cents (\$0.05) may be used for administrative purposes at the discretion of the Joint Trustees of the Vacation Trust Fund.

ART. 13(d) Travel Expense and Subsistence. Effective Oct. 1, 2004 (See Art. 12; Art. 31 for Alaska).

Travel Pay

Alaska: See Art. 31(e)(1).

All states except Alaska: Mileage paid according to Internal Revenue Service Guidelines. [Currently \$0.375 per mile. See Art. 12(d)]

Subsistence

Alaska: \$50 per day [see Art. 31(e)(3) for rates that become effective Oct. 1, 2005 and Oct. 1, 2006].

All states except Alaska: \$25 or \$35 per day

[See Art. 12(f) for rates that become effective Oct. 1, 2005 and Oct. 1, 2006].

ART. 13(e) Apprentice Rates (All Areas).

Level	Pay %	Hours
1	70%	0-1,000
	75%	1,001-2,000
2	80%	2,001-3,000
	85%	3,001-4,000
3A	90%	4,001-5,000
3B	95%	5,001-5,999
Journeyman		6,000+

ART. 13(f) Helper/Trainee Rates and Benefits.

The maximum amount payable to the Helper/Trainee shall be 55 percent of the applicable mechanic's hourly rate.

**ARTICLE 14
PAY DAY**

ART. 14(a) Wages shall be due and payable weekly during working hours and in no case shall more than five days pay (excluding pay day) be held back. In isolated work areas, the Employer agrees to make reasonable efforts to provide payroll advances as needed.

ART. 14(b) Wages shall be paid in lawful currency or by negotiable check payable on demand at par. Upon being discharged or laid off, employees shall be paid in full. With prior mutual agreement between the Local Business Manager and the Contractor, any

hours worked after a shift-(or-of an emergency nature) shall be paid on the next business day following such shift by express mail.

ART. 14(c) A checking account shall not be closed in less than two (2) weeks after issuance of the last pay check against that account.

ART. 14(d) Should an employee be required to wait for wages due him, because of the Contractor's negligence, he shall be paid for the delay at regular straight time wages (limited to eight hours per twenty-four (24) hour period.)

ART. 14(e) The Contractor agrees to furnish with each weekly pay, a statement or check stub which shall show all deductions and include information regarding straight time, overtime paid and expense.

ART. 14(f) Any employee who quits shall be paid off in full within seventy-two (72) hours after termination in person or by certified mail to his last known address or to the Local Union having jurisdiction where the work is performed.

ART. 14(g) The following is a joint interpretation of Art. 14(d) and (f) that is to be applied through the Western States Area:

ART. 14(g)(1) Saturdays, Sundays, and holi-

01-10-2005 01:34pm From-Boilermakers IVP Western States
01/10/2005 07:54 FAX 8088751200

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Fairmont Kea Lani Maui

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**WESTERN STATES ARTICLES OF AGREEMENT
MEMORANDUM OF SETTLEMENT
BETWEEN
WESTERN STATES FIELD CONSTRUCTION NEGOTIATING COMMITTEE
(ON BEHALF OF SIGNATORY CONTRACTORS)
AND
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP
BUILDERS, BLACKSMITHS, FORGERS AND HELPERS OF AMERICA**

This Memorandum of Settlement is made and entered into by and between the Western States Field Construction Negotiating Committee (on behalf of signatory Contractors and hereinafter referred to as "Contractors") and the International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers, & Helpers of America

1. Except for appropriate date changes and the changes set forth below, renew all terms and conditions contained in the Western States Articles of Agreement between the parties dated October 1, 2001;
2. Term: October 1, 2004 to and including September 30, 2007
3. General Economic Adjustments (Applies to all areas, except Local 549 jurisdiction in the following counties: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma,):

Effective 10/1/04	\$1.25 per hour (plus 25¢ per hour Maintenance of Benefits) to be allocated by Union. Total \$1.50
Effective 10/1/05	\$1.10 per hour (plus 25¢ per hour Maintenance of Benefits) to be allocated by Union. Total \$1.35
Effective 10/1/06	\$1.15 per hour (plus 25¢ per hour Maintenance of Benefits) to be allocated by Union. Total \$1.40

4. General Economic Adjustments (Local 549 jurisdiction in the following counties: Alameda, Contra Costa, Marin, Monterey, Sacramento, San Francisco, San Luis Obispo, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma,):

Effective 10/1/04	\$1.75 per hour (plus 25¢ per hour M.O.B.) to be allocated by Union. Total \$2.00
Effective 10/1/05	\$1.10 per hour (plus 25¢ per hour M.O.B.) to be allocated by Union. Total \$1.35
Effective 10/1/06	\$1.15 per hour (plus 25¢ per hour M.O.B.) to be allocated by Union. Total \$1.40

01-10-2005 01:34pm From-Boilermakers IVP Western States

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01/10/2005 07:54 FAX 8088781200

Fairmont Kea Lani Maui

12/004

5. Health & Welfare

Retain current contract provision under which the Contractors agree to pay up to twenty-five cents (25¢) per hour each year to maintain the cost of benefits (see page 35, lines 1 through 9 of the current Agreement). This 25¢ is reflected in the Economic Adjustments shown above.

6. Wage Differential -- Assistant Foreman & Foreman

Effective 10/1/04 increase wage differentials for Foreman and Assistant Foreman as follows:

Assistant Foreman	25¢ per hour
Foreman	50¢ per hour

The General Foreman rate will continue to be negotiated between the Employer and employee.

7. Daily Subsistence

Increase daily Subsistence for all sections according to the following schedule:

Effective 10/1/05	\$2.50
Effective 10/1/06	\$2.50

8. New Mexico Equalization

Provide the following additional hourly wage increases for Local Lodges 4 and 627 for work performed in New Mexico:

Effective October 1, 2005	51¢
Effective October 1, 2006	50¢

9. Letter of Understanding

The parties recognize that employees missing work on regular scheduled hours and then working overtime hours is not in the best interest of the Trade, the Contractors or the Client. In situations where this problem exists and the Contractor can verify by a review of work records that they have uniformly applied their absenteeism policy/rule, they may request the Business Manager (under Rule 26[b]) to negotiate a revised overtime rule and said request shall not be unreasonably denied. If the Contractor request is denied by the Business Manager, he may appeal same to the Area International Vice President. Adoption of any such modified rule shall only apply to the job in question and shall not establish a precedent for any future jobs, nor shall same be referred to in the future by either party.